SECTION-II

GENERAL CONDITIONS OF CONTRACT

SHORT TERM TENDER ENQUIRY NO: BESCOM/2023-24/SE0016/CALL-2 Dated: 17/10/2023

FOR

Providing Mechanized Housekeeping Services, Security Services, Gardeners & STP Operator to BESCOM Integrated Control Centers (BICC-1 & BICC-2) at HSR Layout and Rajajinagar, Bangalore.

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B. INTRODUCTION

1. DEFINITIONS:

a) '**The Contract**' means the **Agreement** entered into between Owner/ Employer and Agency/Bidder as per the Contract Agreement signed by the Parties including all attachments, annexures and appendices there to and all Documents incorporated by reference therein.

b) '**Owner or Employer** shall mean the **Bangalore Electricity Supply Company Limited (BESCOM)** and shall include their Legal Representatives, Successors and Assigns.

c) '**Agency/Bidder**' or '**Agency**' shall mean the **Bidder** whose Bid will be accepted by the **Owner/Employer** for the Award of the Works and shall include such successful Bidder's Legal Representatives, Successors and Permitted Assigns.

d) '**Specifications**' shall mean the Specifications and Requirements of the Bidding Document forming a Part of the Contract and such other Schedules and Drawings as may be mutually agreed upon.

e) '**Control Centre**' shall mean and include the BESCOM Integrated Control Centres located at HSR Layout and Rajajinagar, Bangalore.

f) The term '**Contract Price**' shall mean the Lump Sum Price comprised of Unit Price quoted by the Agency/Bidder (including applicable taxes) in his Bid with additions and/or deletions as may be agreed and incorporated in the Letter of Award, for the entire Scope of the Works.

g) '**Notice of Award of Contract**'/'**Letter of Award /Letter of Intent**' shall mean the Official Notice issued by the Owner/Employer notifying the Agency/Bidder that his Bid has been accepted.

h) '**Date of Contract**' shall mean the date on which Notice of Award of Contract/ Letter of Award has been issued.

i) '**Month**' shall mean the Calendar Month. '**Day**' or '**Days**' unless herein otherwise expressly defined shall mean Calendar Day or Days of 24 Hours each. '**A Week**' shall mean continuous period of Seven (7) Days.

j) '**Writing**' shall include any Manuscript, Type Written, Computer Generated or Printed Statement, under or over Signature and/or Seal, as the case may be.

k) Words imparting the **Singular only** shall also include the **Plural** and vice-versa where the Context so requires.

l) Words imparting '**Persons**' shall include Firms, Companies, Corporation and Associations or Bodies of individuals, whether incorporated or not.

m) "**Bidding Documents**": Means Information & Instructions, General Conditions of Contract, Technical Specifications, Drawings and other Annexures included in Sections ITB, GCC and Annexures.

2. APPLICATION:

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. STANDARDS:

The manpower supplied and service to be provide under this Contract shall conform to the Standards referred in the bid document, and, when no applicable Standard is mentioned, shall conform to the authoritative Standard appropriate to the Skilled manpower and such Standards shall be the latest issued by the concerned Institution.

4. LANGUAGE AND MEASURES:

All Documents pertaining to the Contract including Specification, Schedules, Notices, Correspondence, Routine Operation Instructions, Organograms/ Drawings or any other Writing shall be written in English language. The Metric System of measurement shall be used exclusively in the Contract.

5. CONTRACT DOCUMENTS:

The term Contract Documents shall mean and include the following, which shall be deemed to form an integral part of the Contract:

a) Instructions to Bidders, General Terms and Conditions of Contract, Annexures provided with the bid document.
b) Specifications of the activities to be provided under the Contract as brought out in the bid document(ITB).
c) Agency/Bidder's Bid Proposal and the Documents attached thereto including the Letters of Clarifications thereto between the Agency/ Bidder and the Owner/Employer prior to the Award of Contract except to the extent of repugnancy.
d) All the Contract Manpower, Literature, Data and Information of any sort given by the Agency/Bidder along with the Bid, subject to the approval of the Owner/Employer.
e) Letter of Award and any agreed variations of the Conditions of the Documents and General Terms and Conditions of Contract, if any.
f) All the relevant Information/Contract Manpower furnished by the Agency/Bidder such as Qualifications of the candidates or any other Data during the course of Contract can be used by the Owner/ Employer elsewhere for approvals and display.

In the event of any conflict between the above mentioned Documents, the matter shall be referred to the Authorised Personnel from the BESCOM Management whose decision shall be considered as final and binding upon the Parties.

6. USE OF CONTRACT DOCUMENTS AND INFORMATION:

a) The Agency/Bidder shall not, without the Owner/Employer's prior written consent, disclose the Contract, or any provision thereof, or any Specification, or Information furnished by or on behalf of the Owner/Employer in connection therewith, to any Persons other than a Person employed by the Agency/Bidder in the Performance of the Contract. Disclosure to any such employed Persons shall be made in confidence and shall extend only so far, as may be necessary for purposes of such Performance.
b) The Agency/Bidder shall not, without the Owner/Employer's prior written consent, make use of any Document or information enumerated in various Contract Documents except for purpose of performing the Contract.
c) The Agency/Bidder shall not communicate or use in Advertising, Publicity, Sales Releases or in any other Medium, Photographs or other reproduction of the Works under this Contract, or descriptions of the Site, Dimensions, Quantity, Quality or other information, concerning the Works unless prior written permission has been obtained from the Owner/Employer.

7. LAW GOVERNING OF CONTRACT:

d) The Contract, shall in all respects be constructed and governed according to Indian Laws

e) The Courts of Bangalore City, GoK shall have exclusive jurisdiction in all matters arising under this Contract.

8. MANNER OF EXECUTION OF CONTRACT:

a) The Contract, unless otherwise agreed to, shall be signed within **21days** of acceptance of the Letter of Intent at the Office of the Owner/Employer at Bangalore or other place as mentioned in the Letter of Intent on a date and time to be mutually agreed to. The Agency/Bidder shall provide for signing of the Contract, Performance Guarantee, appropriate Power of Attorney and other requisite Materials. In case the Contract is to be signed beyond the stipulated time, the Bid Security submitted with the proposal shall be extended accordingly.

b) The Agreement shall be signed in **Two** Originals and the Agency/Bidder shall be provided with one signed Original copy and the Owner/Employer will retain the other.

c) Subsequent to signing of the Contract, the Agency/Bidder at his own Cost shall provide the Owner/Employer with at least five (5) true Bounded Copies of contract document, within thirty (30) days after the signing of the Contract.

d) Agency shall take the responsibility of inspecting their employees on duty on regular basis by appointing two supervisors to each control center for both housekeeping and security services. Agency shall inspect from time to time and ensure satisfactory performance of the employees provided.

e) The Agency shall inspect the Office premises and obtain all the information required regarding all matters such as nature of works to be carried out, floor areas, toilets location etc., working conditions, obstructions and hindrances that may arise etc., before submission of Bid. Ignorance of nature of works to be carried out, working conditions etc., will not be entertained at a later date.

f) A high standard of workmanship is expected out of this agreement and therefore the agency shall adhere to the instructions from the officer in charge from time to time and deploy skilled personnel required for carrying out the work. The materials to be used for carrying out the Mechanized House Keeping & other related maintenance works shall conform to relevant standards.

g) The work shall be carried out with due diligence and all the work executed shall be in a workman like manner. In the event of any dispute arising, the decision of the Officer designated shall be final, binding and conclusive.

h) The Agency shall deploy the required personnel, relevant machineries, tools, plants, and materials for carrying out the Mechanized House Keeping and security services work. Cleaning materials used by the agency should be in highest standard quality and should be approved by the concerned officer.

i) The officer in charge reserves the right to order for repeating the mechanized housekeeping operation, and security services if in his opinion, the cleaning operation is not in accordance with the requirements contained in the Bid documents/Instructions issued from time to time.

j) The agency shall make his own arrangements for the storage of all materials, tools, plants at a specified place earmarked for the purpose. The agency at their own cost shall arrange the safety and security for the same. BESCOM shall not be responsible for loss of materials and no claim whatsoever shall be entertained on this account.

k) Electric Power/Water required for carrying out the Mechanized House Keeping operations will be made available free of cost to the extent possible and agency shall exercise utmost care for judicious use of these.

l) On completion of the Mechanized Housekeeping operation (daily, weekly and fortnightly), the agency shall remove all tools, equipment, debris etc., from the office premises and leave the place in a neat and tidy manner as directed by the Officer in charge and also shift the debris away from the office premises at their own cost in correct manner duly taking all statutory permission.

m) During the Mechanized housekeeping operations, the agency shall carry out the works in harmony with the officials of the BESCOM in the best overall interest of the work. No advance shall be paid for carrying out the mechanized housekeeping and security service operations.

9. ENFORCEMENT OF TERMS:

The failure of either Party to enforce at any time any of the provisions of this contract or any rights in respect thereto or to exercise any option therein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the Contract. The exercise by either Party of any of its rights herein shall not preclude or prejudice either Party from exercising the same or any other right it may have under the Contract.

10. COMPLETION OF CONTRACT:

Unless otherwise terminated under the provisions of any other relevant Clause, this Contract shall be deemed to have been completed on the expiry of the contract Period.

11. EXTENSION OF CONTRACT:

The contract shall be extendable for one more year on mutual Agreement by both the parties (Employer and Agency). The Performance Bank Guarantee shall be extended for period of more than 90 days after the extension period of Contract as agreed upon.

C. GUARANTEES & LIABILITIES

12. EFFECTIVENESS OF CONTRACT:

The Contract shall be considered as having come into force from the date of the Detailed Work Award (DWA).

13. PENALTY FOR DELAY IN EXECUTION/NON-EXECUTION OF THE WORK:

a) For delay in taking up the work as planned and not supplying the material (consumables) on time, penalty at the rate of ½% per week for the facilities not provided subject to a maximum of 10% of the monthly invoice amount.

b) The period of continuance of delay beyond 30 weeks shall be at the discretion of the employer. If the contractor still fails to complete the work within such extended period, the contract shall be cancelled.

c) In a nut shell, Penalties levied for the following:

- Extra cost that might be incurred by BESCOM for getting the balance work completed through any other agency as it deems fit under the circumstances

will be deducted from money due to him by BESCOM for work done under the Contract or otherwise.

- Non Availability of Contractor Personnel during the execution of contract.
- The total amount of Penalty for delay under the contract shall be subject to a maximum of ten percent (10%) of the contract price and BESCOM has got every right to terminate the contract without any liability if it crosses 10%.

14. LIQUIDATED DAMAGES:

a) In case the agency fails to provide the services as stipulated in the work award, a penalty at the rate of ½% per week for the facilities not provided subject to a maximum of 10% of the contact/ award amount shall be levied on the agency.
b) The payment of liquidated damages shall not in any way relieve the Agency/Bidder from any of its obligation and liabilities under the Contract.
c) If the contractor damages BESCOM equipment, while carrying out the maintenance, the contractor is responsible for complete replacement of the damaged equipment at his cost.

15. PROMOTIONS AND INCREMENTS:

a) The manpower provided by the Agency/bidder are not entitled to claim the employment from the Employer's company under this contract. Also, no promotions or increments or any other incentives shall be provided other than the specified remunerations as defined in the contract.
b) The BESCOM shall not be liable to pay any allowance, salary or any other amount under any law in force for the staff engaged by the agency. The BESCOM shall also be not liable for breach of any Labour Laws or any other Laws for the time being in force. The agency shall not be entitled to any other allowances or benefits which are not included in the contract.

16. TRANSPORTATION:

All arrangements for transporting, the Men and Materials required, to the office premises shall be done by the agency at their own cost and expense.

17. DEFENSE OF SUITS:

If any action in Court is brought against the Owner/Employer or an Officer or Agent of the Owner/Employer, for the failure, omission or neglect on the part of the Agency/Bidder to perform any Acts, Matters, Covenants or things under the Contract, or for Damage or injury caused by the alleged omission or negligence on the part of the Agency/Bidder or in connection with any Claim based on lawful demands of Workmen, Suppliers or Employees, the Agency/ Bidder shall in all such cases indemnify and keep the Owner/Employer and/or his Representative, harmless from all losses, Damages, expenses or Decrees arising of such action.

18. LIMITATION OF LIABILITIES:

The final Payment by the Owner/Employer in pursuance of the Contract shall mean the release of the Agency/Bidder from all his liabilities under the Contract. Such final Payment shall be made only at the end of the Guarantee/ Warranty Period, and till such time as the Contractual liabilities and responsibilities of the Agency/Bidder, shall prevail. All other Payments made under the Contract shall be treated as on account Payments.

19. OWNER/ EMPLOYER'S DECISION:

a) In respect of all matters which are left to the decision of the Owner/Employer including the granting or with-holding of the Certificates, the Owner/Employer shall, if required to do so by the Agency/Bidder, give in writing a decision thereon.

b) If, in the opinion of the Agency/Bidder, a decision made by the Owner/ Employer is not in accordance with the meaning and intent of the Contract, the Agency/Bidder may file with the Owner/Employer, within fifteen (15) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Owner/Employer's decision and the decision shall become final and binding.

c) It is the intent of the Agreement that there shall be no delay in the execution of the Works and the decision of the Owner/Employer as rendered shall be promptly observed.

20. CHANGE OF REQUIREMENT:

a) During the execution of the Contract, the Owner/Employer reserves the right to increase or decrease the requirements under the Contract but without any change in unit Price or other Terms and Conditions. The Owner/Employer reserves the right to Increase the manpower requirement not exceeding 25% of the total manpower service during the execution of Contract. The Agency/Bidder shall provide the same, if requested, at the same Unit Rates of the Contract.

b) The base Unit Rates, as identified in the Contract shall however remain constant during the currency of the Contract.

c) When the minimum wages are revised by the Govt. of Karnataka, the amount will be compensated by BESCOM in proportion towards wages.

21. CERTIFICATE NOT TO AFFECT RIGHT OF OWNER/EMPLOYER AND LIABILITY OF AGENCY/BIDDER:

No interim Payment Certificate of the Owner/Employer, nor any Sum paid on account by the Owner/Employer, nor any extension of time for execution of the Contract granted by the Owner/Employer shall affect or prejudice the rights of the Owner/Employer against the Agency/Bidder or relieve the Agency/Bidder of his obligation for the due Performance of the Contract, or be interpreted as approval of the Works done or of the Equipment furnished and no Certificate shall create liability for the Owner/Employer to pay for alterations, amendments, variations or additional Works not Ordered, in writing, by the Owner/Employer or discharge the liability of the Agency/Bidder for the Payment of Damages whether due, ascertained, or certified or not or any Sum against the Payment of which he is bound to indemnify the Owner/Employer, nor shall any such Certificate nor the acceptance by him of any Sum paid on account or otherwise affect or prejudice the rights of Owner/Employer against the Agency/Bidder.

D. CONTRACT SECURITY AND PAYMENTS

22. CONTRACT PERFORMANCE GUARANTEE:

a) The successful Bidder shall enter in to an agreement in the prescribed format on stamp paper of Rs. 200/-. The Successful Bidder shall furnish Performance Guarantee to the Owner/Employer within Fifteen (15) days from the date of receipt of LOI .

b) The Successful Bidder to whom the Contract is awarded, shall be required to furnish the Contract Performance Guarantee in the form of a Bank Guarantee in favour of the

Owner/ Employer as Contract Performance Guarantee for faithful Performance of the Contract in accordance with the Terms and Conditions specified in the Contract.

c) The Guarantee amount shall be equal to ten percent (10%) of the Contract Price and the Guarantee shall be valid till expiry of 90 days after the end of the Contract period.
d) The Contract Performance Guarantee amount shall be unconditional and irrevocable and the amount therein shall be payable to the Owner/Employer on demand without any condition whatsoever.
e) The Performance Bank Guarantee shall be discharged/returned by Owner/ Employer upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
f) In the event of the bidder being unable to service the contract for whatever reason, the Owner/Employer shall invoke the PBG. The Owner/Employer shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14days, indicating the contractual obligation(s) for which the Bidder is in default.
g) The Owner/Employer shall also be entitled to make recoveries from the Bidder bills , PBG or any other payment due, in case of any error/ omission on bidder's part.
h) The PBG shall be furnished in the format prescribed by the employee (shall be provided on receipt of LOI by the successful bidder).

23. PAYMENT:

a) The Payment to the Agency/Bidder for the Performance of the Contract will be made by the Owner/Employer as per the guidelines and Conditions specified herein and as per the payment terms stipulated vide clause "Payment Terms". All Payments made during the Contract shall be on account Payments only. The final Payment will be made on Completion of all Works and on fulfillment by the Agency/Bidder of all his liabilities under the Contract.
b) All Payments under the Contract shall be in Indian Rupees only.
c) The Contract Price Schedule shall remain constant throughout the period of execution of Contract.

24. TIME – THE ESSENCE OF CONTRACT:

The Time and Date of Completion of the Contract as stipulated in the Contract by the Owner/Employer without or with modifications, if any, and so incorporated in the Letter of Award, shall be deemed to be the essence of the Contract.

25. DEDUCTIONS FROM CONTRACT PRICE:

The staff providing services to BESCOM through the agency shall maintain official decorum and shall not act/cause damage and lead to any equipment failure that will require BESCOM to incur expenditure except for normal wear and tear. All Costs, Damages or expenses on such account (except wear and tear) which the Owner/Employer may have paid, for which under the Contract the Agency/Bidder is liable, will be claimed by the Owner/Employer. All such expenditure incurred by the employer will be deducted from the bills payable to the agency.

The employer will establish security for the equipment owned, however, if any act of theft that is proved to have been committed by any worker providing service through the contractor, the value of the goods will be assessed by the employer and deducted from the bills of the contractor.

E. RISK DISTRIBUTION

26. INSURANCE:

If a worker suffers injury or loss of life due to his own negligence or for not following the safety measures instructed to him, the Owner/Employer company shall not be liable for providing any compensation to the worker or contractor. The insurances necessary on such account shall be at the cost of the agency and the agency shall submit the proof of such insurance policy obtained, to the employer along with the first bill.

27. SAFETY:

The contractor should have license/ certificate issued by additional Director General of Police, internal security division GoK and should engage personnel having expertise to work in such scenarios duly following safety procedures. Any lapses will be on the account of the agency/bidder.

28. LIABILITY FOR ACCIDENTS AND DAMAGES:

Under the Contract, the Agency/Bidder shall be responsible for loss or Damage to the Plant/ Structures due to the any untoward act of the workmen provided by Agency/Bidder. Also bidder shall be responsible for damages due to negligence/mal-operation/deliberate acts of misconduct by staff provided.

The Agency/Bidders workmen shall not engage in any strikes or cause interruption in the work for any reason. In the event of such interruptions taking place, the contractor shall compensate the Owner/Employer Company for any losses that may have arisen as specified by the Owner/ Employer.

29. UNDER PERFORMANCE:

If the services rendered by the agency are not up to the standard, the same will be brought to the notice of the agency with a view to provide him/her an opportunity to improve the same in a stipulated period. If no improvement in the services rendered during the stipulated period is observed, notwithstanding anything contained in the Contract agreement attached here to, the services of the agency can be terminated by BESCOM by giving 14days notice to the Agency without assigning any reasons whatsoever.

30. TERMINATION OF THE CONTRACT:

The Contract is liable for termination on following grounds;

a) Deficiency of services
b) Breach of any terms of the contract

The Employer shall exercise its discretionary powers on the following;

a) Recover from the Agency the liquidated damages and penalty, as per the contract.
b) Obtain above services elsewhere, after giving the notice to the service provider at his risk & cost without cancelling the Contract.
c) To cancel the work award.
d) To black list the contractor.
e) Forfeit the performance bank guarantee furnished on non-performance of the contract as well as any dues payable to the employer by the way of penalty and liquidated damages.

The decision of the Owner/Employer shall be final as regards the acceptability or otherwise of Manpower supplied.

The breach of agreement of any clause or clauses as stated above is liable for termination of agreement by giving Fourteen (14) days' notice.

31. FORCE MAJEURE:

a) Force Majeure is herein defined as any cause which is beyond the control of the Agency/Bidder or the Owner/Employer as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the Performance of the Contract, such as:
   i. Natural Phenomena, including but not limited to Floods, Droughts, Earthquakes and Epidemics.
   ii. Acts of any Government, domestic or foreign, including but not limited to War, declared or undeclared, Priorities, Guarantees, and Embargoes.

b) Provided either Party shall, within fifteen (15) days from the occurrence of such a cause, notify the other in writing of such causes.

c) The Agency/Bidder or the Owner/Employer shall not be liable for delays in performing his obligations resulting from any Force Majeure cause as referred to and/or defined above. The date of Completion of Contract will subject to hereinafter provided, is extended by a reasonable time even though such cause may occur after Agency/Bidder's Performance of obligation has been delayed due to other causes.

d) Force majeure shall not include any event which is caused by the negligence or intentional action of a party or employees, or by a failure to observe good housekeeping/Security practices.

e) Force Majeure shall not include insufficiency of funds of failure to make any payment required hereunder.

32. SUSPENSION OF CONTRACT:

a) The Owner/Employer reserves the right to suspend and reinstate execution of the whole or any part of the Contract without invalidating the provisions of the Contract. Orders for suspension or reinstatement of the Works will be issued by the Owner/Employer to the Agency/Bidder in writing. The time for Completion of the Contract will be extended for a period equal to duration of the suspension.
   Any necessary and demonstrable Cost incurred by the Agency/Bidder as a result of such suspension of the Works will be paid by the Owner/Employer, provided such Costs are substantiated to the satisfaction of the Owner/ Employer. The Owner/Employer shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the Agency/Bidder.

33. AGENCY'S DEFAULT:

a) If Agency/Bidder shall fail to execute the Contract leads to breach of agreement as stated in Clause 32 "Termination of Contract" and accordingly the Contract is liable for termination by giving Fourteen (14) days' notice by Owner/Employer.

b) In addition, such action by the Owner/Employer as aforesaid shall not relieve the Agency/Bidder of his liability to pay Liquidated Damages for delay in Completion of Contract as defined under the clause "Liquidated damages" of this Section.
   The agency will comply with all the provisions regarding licensing, welfare and health, procedures, maintenance of various records and registers etc., as provided under the Contract Labour (Regulation & Abolition) Act 1970 and also under the order issued by the Government of Karnataka there under, and for its non-compliance, the agency shall be responsible for penalties levied by the appropriate authority under the Act.

The agency shall also be liable to comply with all other Labour and Industrial Laws and such other Acts and Statutes (including Factories Act, Payment of Bonus Act, etc..) Depositing of PF contribution as may be applicable is the responsibility of the agency at his own expenses and shall not be reimbursed by the BESCOM. Any default in compliance, the agency shall be held responsible.

Such action by the Owner/Employer as aforesaid the termination of the Contract under this Clause shall not entitle the Agency/Bidder to reduce the value of the Contract Performance Guarantee nor the time thereof. The Contract Performance Guarantee shall be valid for the full value as mentioned in Performance Guarantee Clause.

34. TERMINATION OF CONTRACT ON OWNER/EMPLOYER'S INITIATIVE:

a) The Owner/Employer reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under Clause entitled Agency/Bidder's Default. The Owner/Employer shall in such an event give Fifteen (15) days' Notice in writing to the Agency/Bidder of his decision to do so. The Agency/Bidder, upon receipt of such Notice, shall discontinue the Workmen on the date and to the extent specified in the Notice, make all reasonable efforts to obtain cancellation of all Orders and Contracts to the extent they are related to the Workmen terminated and terms Satisfactory to the Owner/Employer. Stop all further Sub-Contracting or hiring activity related to the Workmen terminated, and assist the Owner/ Employer Works acquired under the Contract by the Owner/Employer.

b) In the event of such a termination the Agency/Bidder shall be paid the amount due to him for the work already under taken.

35. GRAFTS AND COMMISSIONS ETC.:

Any Graft, Commission, Gift or advantage given, promised or Offered by or on behalf of the Agency/Bidder or his Partner, Agent, Officers, Director, Employee or Servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with the Owner/Employer, shall in addition to any Criminal liability which it may incur subject the Agency/Bidder to the cancellation of this and all other Contracts and also to Payment of any loss or Damage to the Owner/Employer resulting from any cancellation. The Owner/Employer shall then be entitled to deduct the amount so payable from any money otherwise due to Agency/Bidder, under the Contract.

F. RESOLUTION OF DISPUTES

36. SETTLEMENT OF DISPUTES:

a) Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.

b) Any disputes or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under Arbitration centre-Karnataka (Domestic & International) Rules 2012,by one or more arbitrators appointed in accordance with its rules.

37. NOTICES:

a) Any Notice given by one Party to the other, pursuant to Contract, shall be sent in writing by Registered Post with Acknowledgement Due or Email.

b) Notice(s) shall be deemed to have been duly and properly served upon the Parties hereto, if sent by any of the above-mentioned methods to the address mentioned in the Contract.

c) A Notice shall be effective when issued by one of above-mentioned means or on the Notice's effective date, whichever is later

38. ARBITRATION:

All disputes arising in connection with this Agreement, or any Contract Order or Work Order issued hereunder, or any related documentation shall be finally settled and governed by the provisions of Arbitration and Conciliation Act, 1996. The arbitration panel shall consist of three arbitrators, one to be appointed by each Party and the third arbitrator shall be appointed by the two appointed arbitrators. The third arbitrator shall serve as the presiding arbitrator. The award of the arbitral tribunal shall be final and binding on both Parties. The place of arbitration shall be Bangalore (or any metro city in India). The proceedings shall be conducted in English language

S/d
General Manager
DAS,TIC & SG Section, BESCOM